# IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

**BRANDY TRUESDALE and CHESTER DOWNEY,** 

Plaintiffs,

VS.

Case No.: 1:11-cv-467

NATIONWIDE AFFINITY INSURANCE COMPANY OF AMERICA,

Defendant.

# <u>Declaration of Jason M. Stinehart and</u> <u>Certification of Completion of Mail Notice and Publication Notice</u>

I, Jason M. Stinehart, declare as follows:

- 1. I am a Senior Project Administrator for Rust Consulting, Inc. ("Rust Consulting"), which serves as the Claims Administrator for the settlement of the above-captioned action ("Settlement"). I am responsible for supervising the class action administration services provided by Rust Consulting in connection with the Settlement. I have personal knowledge of the facts set forth below.
- 2. Rust Consulting specializes in class action notification and claims administration. Rust Consulting has provided claims administration services for class actions containing up to seven million Class Members in cases involving consumers, pension benefits, securities, product liability, insurance, antitrust, fraud, property, employment, discrimination, bankruptcy and other types of class action cases. We regularly provide large-scale notification, claim form request processing, claims validation and processing, settlement benefits distribution, and claims administration

services. Rust Consulting has provided claims administration services for more than 3,000 class action settlements and distributed billions of dollars in settlement assets.

- 3. Rust Consulting was retained as Claims Administrator in this matter to, among other things, (a) send, receive and process all communications to or from potential Settlement Class Members, including the Mail Notice, the Publication Notice and the CAFA Notice; (b) process and pay claims as set forth in Section 7 of the Stipulation of Class Action Settlement; and (c) to set up and administer a class action website and toll-free telephone number.
- 4. <u>Class Member List.</u> On October 25, 2012, Rust Consulting received an electronic record from Nationwide Affinity Insurance Company of America ("Nationwide Affinity") containing the last-known name and address of 72,428 Class Members. Each Class Member's last-known address was reviewed for updates from information available through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database prior to mailing. A total of 9,736 addresses were updated through the NCOA process. In addition, Rust was able to standardize 69,920 mailing addresses using CASS processing, a certification system developed by the USPS that standardizes the address to USPS guidelines (e.g. converts "Road" to "RD", or "Lane" to "LN").
- 5. <u>Mail Notice.</u> On December 18, 2012, Court-approved Notices were mailed via USPS First-Class Mail to 72,428 Class Members. A sample Mail Notice and Claim Form is attached hereto as **Exhibit A**.

- a. Of the mailings sent on December 18, 2012, 100 Notices have been returned as undeliverable with a forwarding address. The database address was updated and these were promptly re-mailed.
- b. Of the mailings sent on December 18, 2012, 26,612 Notices had been returned as undeliverable with no forwarding address. For each undelivered mailing, Rust Consulting first checked the address printed on the mailing envelope against the address on the updated Class Member List and against the DMV list to determine whether an alternate address was associated with the same Policy Number. If an alternate address could not be identified, Rust Consulting ran a "skip-trace" on the Class Member to attempt to find an alternate address. If an alternate address was identified, Rust Consulting re-mailed the Mail Notice to the Class Member.
- c. As of March 4, 2013, 21,271 Mail Notices had been remailed using an alternate address. A sample remailed Notice is attached as Exhibit B.
  Putative Class Members who are sent a remailed Notice have 28 days from mailing to file a claim.
- d. Of the 21,271 remailed Notices, 5,002 have since been returned as undeliverable.
- 6. <u>CAFA Notice.</u> On October 5, 2012, Rust Consulting mailed via certified USPS mail CAFA Notices to the Department of Insurance for each State, including the District of Columbia and the United States Attorney General.

- 7. <u>Website.</u> On December 18, 2012, Rust Consulting established a website at the domain <a href="http://www.truesdalesettlement.com">http://www.truesdalesettlement.com</a>. Attached hereto as **Exhibit C** is a screen shot of the home page of the Settlement website. The Website includes the information included in the Mail Notice, as well as copies of this Stipulation of Class Action Settlement, and the Order Certifying Settlement Class and Preliminarily Approving Settlement. As of March 4, 2013, Rust Consulting has received 205 main page hits to the website.
- 8. <u>Publication Notice.</u> Attached as **Exhibit D** are copies of the Publication Notices that were placed in each of the following publications on Thursday, December 20, 2012, and on Sunday, December 23, 2012:

Publication(s)	Circulation	Ad Size	Insertions
Asheville Citizen Times	34,600	3" x 9"	1
Asheville Citizen Times - Sunday	52,572	3" x 9"	1
Charlotte Observer	134,550	1/6 Page	1
Charlotte Observer - Sunday	196,114	1/6 Page	1
Greensboro News & Record	79,901	1/6 Page	1
Greensboro News & Record - Sunday	86,823	1/6 Page	1
Raleigh News & Observer	107,094	1/6 Page	1
Raleigh News & Observer - Sunday	161,622	1/6 Page	1

9. <u>Toll-Free Number.</u> On December 18, 2012, Rust Consulting established a dedicated toll-free telephone number at 1-877-310-3707. The toll-free telephone

number was established to direct potential Settlement Class Members to the website; to provide basic information about the settlement, opt-out requirements, the objection process and the claims process; and to answer questions of potential Settlement Class Members. As of March 4, 2013, Rust Consulting has received 458 calls to the toll-free telephone number.

Claim Forms. As of March 4, 2013, Rust Consulting has received 1,648 Claim Forms. The deadline for submitting Claim Forms has passed for approximately 50,500 of the Class Members. As of March 4<sup>th</sup>, 23 of the claims received were untimely, and three claims were duplicate submissions. Rust Consulting anticipates that deficiency letters will be sent to approximately four Class Members to request a correction to the Claim Form before their claim can been evaluated.

Additionally, approximately 21,800 of the Class Members have extended time to file a claim.

- 11. **Exclusions/Objections.** As of March 4, 2013, Rust Consulting has received two requests for exclusion, and no objections. The list of exclusion requests is attached hereto as **Exhibit E**.
- 12. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

This the 11th day of March, 2013.

Jason M. Stinehart

Jason M. Stinehart

# **EXHIBIT A**

SETTLEMENT ADMINISTRATOR C/O RUST CONSULTING, INC. P.O. BOX 2850 FARIBAULT, MN 55021-8650	FOR OFFICIAL USE ONLY  O1
LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING [Re: Cancellation of Nationwide car insurance for non-payment of premium]	Page 1 of 2
- SED	If the pre-printed information to the left is not correct please check the box and complete the information below:
< <name d=""> &lt;<name2>&gt; &lt;4 DDRESS D&gt;</name2></name>	Name:
<4DDRESS2>> <city>&gt;<siate>&gt;<zip>&gt; <country>&gt;</country></zip></siate></city>	City:
	State: Zip Code:
C	LAIM FORM
timely submit this claim form as provided in the Notice	Notice provided with this claim form. You must fully complete, sign and to be type or print legibly.
Any Nicknames, Maiden Names or Alias Used by You:	
Policy Number of Cancelled Policy (if known):	
	E FOR A SETTLEMENT PAYMENT. E ROTH OF THE FOLLOWING SECTIONS.
I. RELIEF REQUESTED (Check all that apply to yo	u.)
RELIEF REQUESTED (Check all that apply to yo     Check this box if you are a Class Member	· · · · · · · · · · · · · · · · · · ·
Check this box if you are a Class Member  You may be eligible to receive a one-time	
Check this box if you are a Class Member  You may be eligible to receive a one-time.  Check this box if you paid a penalty to the Nationwide Affinity policy was cancelled.  You may be eligible to receive a one-time.	payment of \$5.00.
Check this box if you are a Class Member  You may be eligible to receive a one-time.  Check this box if you paid a penalty to the Nationwide Affinity policy was cancelled.  You may be eligible to receive a one-time. Cancellation of your Nationwide Affinity auto.	payment of \$5.00.  North Carolina Division of Motor Vehicles ("NCDMV") after your  payment of \$40.00 for each penalty paid in connection with a Qualifying insurance policy. You will not recover for any service fees paid to the NCDMV.  NG CERTIFICATION if you paid a fee to a Nationwide Affinity or
Check this box if you are a Class Member  You may be eligible to receive a one-time.  Check this box if you paid a penalty to the Nationwide Affinity policy was cancelled.  You may be eligible to receive a one-time. Cancellation of your Nationwide Affinity auto.  Check this box AND SIGN THE FOLLOWS independent insurance agent to reinstate.  You may be eligible to receive a one-time. If you do not sign the certification below,	payment of \$5.00.  North Carolina Division of Motor Vehicles ("NCDMV") after your  payment of \$40.00 for each penalty paid in connection with a Qualifying insurance policy. You will not recover for any service fees paid to the NCDMV.  NG CERTIFICATION if you paid a fee to a Nationwide Affinity or
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Check this box if you are a Class Member  You may be eligible to receive a one-time.  Check this box if you paid a penalty to the Nationwide Affinity policy was cancelled.  You may be eligible to receive a one-time. Cancellation of your Nationwide Affinity auto.  Check this box AND SIGN THE FOLLOWS independent insurance agent to reinstate.  You may be eligible to receive a one-time. If you do not sign the certification below, you certification.  I, the undersigned, declare that I paid a fecoverage under my Cancelled Policy reinsting.	payment of \$5.00.  We North Carolina Division of Motor Vehicles ("NCDMV") after your payment of \$40.00 for each penalty paid in connection with a Qualifying insurance policy. You will not recover for any service fees paid to the NCDMV.  NG CERTIFICATION if you paid a fee to a Nationwide Affinity or coverage under your Cancelled Policy.  Payment of \$1.2.00, regardless of how many Reinstatement Fees you paid you will not be digible to receive this payment.
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Check this box if you are a Class Member  You may be eligible to receive a one time. Check this box if you paid a penalty to the Nationwide Affinity policy was cancelled.  You may be eligible to receive a one-time. Cancellation of your Nationwide Affinity auto. Check this box AND SIGN THE FOLLOW. Independent insurance agent to reinstate. You may be eligible to receive a one-time. If you do not sign the certification below, you consider that I paid a fee coverage under my Cancelled Policy reinstate the foregoing is true and correct.  Signature:  Print Name:	payment of \$5.00.  We North Carolina Division of Motor Vehicles ("NCDMV") after your payment of \$40.00 for each penalty paid in connection with a Qualifying insurance policy. You will not recover for any service fees paid to the NCDMV.  NG CERTIFICATION if you paid a fee to a Nationwide Affinity or coverage under your Cancelled Policy.  Payment of \$1.2.00, regardless of how many Reinstatement Fees you paid you will not be digible to receive this payment.  Let be a Nationwide Affinity or independent insurance agent in order to have lated. Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that



## II. WRITTEN STATEMENT (Review this statement and, if you agree, sign below.)

I affirm that the following is true and correct:

- I have reviewed the Notice of Proposed Class Action Settlement and Fairness Hearing, and I reasonably believe that I am, or the person on whose behalf I am acting is, a Settlement Class Member entitled to relief under the proposed settlement.
- If the Settlement Administrator is unable to determine whether I am a Settlement Class Member and/or what relief,
  if any, I am entitled to receive, I will reasonably cooperate in verifying my identity and membership in the Settlement
  Class, and in verifying and quantifying any amounts due under the proposed settlement. In addition, if asked, I will
  provide documentation to confirm my identity, my membership in the class and/or my payment of a DMV Penalty or
  Reinstatement Fee.
- No rights or claims asserted through this Claim Form have been previously settled, resolved, discharged or released.
- No rights or claims asserted through this Claim Form have been assigned or otherwise transferred.

Signature:	
Print Name:	

SEND THIS FORM TO: Settlement Administrator, PO Box 2850, Faribault, MN 55021-8650, POSTMARKED NO LATER THAN February 16, 2013.

#### IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

BRANDY TRUESDALE and CHESTER DOWNEY, on behalf of themselves and all others similarly situated,

Plaintiffs,

VS.

Case No. 1:11-cv-467

NATIONWIDE AFFINITY INSURANCE COMPANY OF AMERICA.

Defendant.

#### NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

If your Nationwide Affinity<sup>1</sup> car insurance policy was cancelled between November 2005 and June 2008 because you did not pay your premiums, you might be eligible to receive a payment from a proposed class action settlement.

- This Notice of Proposed Class Action Settlement and Fairness Hearing ("Notice") explains a proposed settlement that
  could entitle you to payments and may affect your legal rights.
- The settlement resolves a Lawsuit over whether Nationwide Affinity Insurance Company of America ("Nationwide Affinity") improperly cancelled car insurance policies because the pre-cancellation warning notice it sent did not inform policyholders of their right to ask the North Carolina Department of Insurance to review the cancellation. These pre-cancellation warning notices are referred to below as "Incomplete Notices of Cancellation." Cancellations of car insurance policies that occurred immediately following an Incomplete Notice of Cancellation are referred to below as "Qualifying Cancellations."
- This settlement provides compensation to Nationwide Affinity policyholders who experienced a Qualifying Cancellation and, if
  applicable, who paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") for a resulting lapse in insurance
  coverage, and who paid fees to a Nationwide Affinity or independent insurance agent to reinstate their insurance coverage.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court
  approves the settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected whether you act or don't act. Read this Notice carefully.

YOUR OPTIONS IN THE SETTLEMENT		
Submit a Claim Form	This is the only way to request compensation.	
Exclude Yourself	You will receive no compensation. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement.	
Object	Write to the Court about why you don't like the settlement.	
Go to the Hearing	Ask to speak to the Court about the fairness of the settlement.	
Do Nothing	You will receive no compensation and you will give up rights and release legal claims.	

A complete listing of the Nationwide entities covered by this settlement is contained in Appendix A.

IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ELIGIBLE TO RECEIVE ONE OR MORE OF THE FOLLOWING PAYMENTS		
Every member of the class is eligible for the Class Member Payment.	<b>\$</b> 5.00	To be considered for the Class Member Payment, sign and return a valid Claim Form (enclosed),  -AND- Check the box indicating you are a Class Member.
Some members of the class are also eligible for the DMV Penalty Payment.	\$40.00 per	To be considered for the DMV Penalty Payment, sign and return a valid Claim Form, -AND- Check the box indicating that you paid a penalty to the North Carolina Division of Motor Vehicles after a Qualifying Cancellation.
Some members of the class are also eligible for the Reinstatement Payment.	\$12.00	To be considered for the Reinstatement Payment, sign and return a valid Claim Form,  -AND-  Where indicated, certify that you paid a Nationwide Affinity or independent insurance agent a fee to have your coverage reinstated after a Qualifying Cancellation.

If the Court approves the proposed settlement and your claim is approved, Nationwide Affinity will send you a check for the total amount of your approved claim.

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#### BASIC INFORMATION

#### Why did I receive this Notice?

You are receiving this Notice because records indicate that you were insured with Nationwide Affinity and that between November 2005 and June 2008, your Nationwide Affinity car insurance policy was cancelled one or more times because you did not pay the insurance premiums due. Before the cancellation of your car insurance policy, you may have received a Notice of Cancellation that did not tell you of your right to ask the North Carolina Department of Insurance to review the cancellation.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit relating to how your car insurance policy was cancelled, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a neutral administrator (the "Settlement Administrator") approved by the Court will process claims and make the payments that the settlement allows.

The "Court" in charge of the case is the United States District Court for the Middle District of North Carolina. The case is known as Truesdale and Downey v. Nationwide Affinity Insurance Company of America, Case No. 1:11-cv-467 (referred to here as the "Lawsuit"). The people who sued Nationwide Affinity are called "Plaintiffs," and Nationwide Affinity is the "Defendant."

#### What is the Lawsuit about?

The Lawsuit claims that Nationwide Affinity improperly cancelled North Carolina car insurance policies when policyholders did not pay their premiums. The Lawsuit claims that the cancellations were improper and not effective because the Notices of Cancellation that Nationwide Affinity sent before cancelling some policies did not inform policyholders that they could ask the North Carolina Department of Insurance to review the cancellation. For that reason, the Lawsuit claims that Nationwide Affinity breached its insurance policies and vtolated North Carolina law by, among other actions, reporting the cancellations to the North Carolina Division of Motor Vehicles (the "DMV"). Nationwide Affinity denies any wrongdoing and contends that it had the right to cancel insurance policies when its customers did not pay insurance premiums.

The Court has preliminarily approved the claims to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether this Lawsuit should be treated as a class action for the purposes of addressing the merits and trying the Lawsuit.

#### What is a class action?

In a class action, one or more people called class representatives sue on behalf people who they believe have similar claims.

All of these people are a "class" or "Settlement Class Members." The court resolves the issues for all class members, except those who exclude themselves from the class.

In this Lawsuit, the "Class Representatives" are the named Plaintiffs, Brandy Truesdale and Chester Downey. Brandy Truesdale and Chester Downey both had their Nationwide Affinity car insurance policies cancelled after they received Incomplete Notices of Cancellation. Ms. Truesdale and Mr. Downey filed this Lawsuit on their own behalf and on behalf of the class.

#### Why is there a settlement?

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they and the Settlement Class Members avoid the risk, delay and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation for, as applicable, penalties paid to the NCDMV for lapses in insurance coverage and fees paid to insurance agents for reinstatement of insurance coverage. The Plaintiffs, on their own behalf and on behalf of all Settlement Class Members, have entered into a Stipulation of Class Action Settlement (the "Settlement Stipulation") with Nationwide Affinity, which has been preliminarily approved by the Court. The Class Representatives and Class Counsel believe that the settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Settlement Stipulation, your rights and obligations under the Settlement Stipulation, and the process by which the Court will determine whether to enter a final approval of the Settlement Stipulation.

#### Can I file my own lawsuit or demand?

No, unless you submit a request for exclusion from the Settlement Class using the procedures set forth in this Notice.

As part of the Court's preliminary approval of the proposed settlement ("Preliminary Approval Order"), the Court issued the following preliminary injunction/stay order ("Stay Order") effective October 19, 2012: Except as expressly excluded in the following paragraph, all Settlement Class Members, unless and until they have timely excluded themselves from the Settlement Class, are hereby preliminarily enjoined: (1) from filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; (ii) from filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; except no Settlement Class Member is enjoined from filing or pursuing any claims for relief or causes of action for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

This Stay Order shall not apply to actions filed in a court of competent jurisdiction prior to the date of this Order to the extent that the action(s) assert claims of Settlement Class Members individually and on their own behalf only, except that the Stay Order will apply to such actions as of the deadline for submitting a request for exclusion from the Settlement Class if the Settlement Class Member fails to submit a timely and complete request for exclusion from the Settlement Class complying with this Order. The Stay Order shall expire ten (10) business days after submission of a request for exclusion, as indicated by the postmark date of such request submitted to the Settlement Administrator, as to any person or entity that submits a timely, written request for exclusion from the Settlement Class complying with this Order.

All Settlement Class Members are subject to the Stay Order and cannot independently pursue claims except as allowed by the Court. Upon final approval of the proposed settlement, all Settlement Class Members who have not excluded themselves from the Settlement Class will be permanently barred from pursuing Released Claims against Released Parties (as set forth in the Release attached as Appendix A).

#### WHO IS COVERED BY THE SETTLEMENT?

#### How do I know if I am covered by the settlement?

You are a member of the "Settlement Class" and a "Settlement Class Member" covered by the settlement if you fall within the following class definition adopted by the Court:

All persons and entities who obtained a North Carolina private passenger automobile insurance policy from Nationwide Affinity Insurance Company of America: (1) to whom Nationwide Affinity sent a Notice of Cancellation for non-payment of premium that failed to include a statement disclosing the policyholder's right to ask the North Carolina Department of Insurance to review the cancellation; and (2) whose policies were cancelled by Nationwide Affinity for non-payment of the premium that was the subject of the Notice of Cancellation.

Nationwide Affinity, any entities in which Nationwide Affinity has a controlling interest, and all of their legal representatives, heirs and successors are excluded from the Settlement Class. Also excluded are any claims resolved and/or discharged or released prior to the date of the Preliminary Approval Order.

You or someone located at your address was identified as a probable Settlement Class Member. You should assume that you are a Settlement Class Member unless you can determine without a doubt that you are not. All Settlement Class Members will be bound by the settlement, unless they timely request exclusion.

#### THE SETTLEMENT BENEFITS

#### What do I receive from the settlement?

Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and properly completed Claim Form in conformance with the instructions and procedures set forth in this Notice will receive one or more of the following Settlement Payments:

<u>Class Membership Payment</u>. Every Class Member who submits a complete, signed Claim Form will receive a
one-time payment of \$5.00.

- <u>DMV Penalty Payment</u>. In addition, Class Members (i) who submit a complete, signed Claim Form; (ii) who request the DMV Penalty Payment; and (iii) who, according to the DMV's records, were required to pay a penalty by the DMV for permitting their car insurance coverage to lapse following a Qualifying Cancellation, will receive a one-time payment of \$40.00 for each penalty paid.
- Reinstatement Payment. Finally, Class Members (i) who submit a complete, signed Claim Form; (ii) who request
  the Reinstatement Payment; (iii) who, according to Nationwide Affinity's records, had their insurance coverage
  under the same policy reinstated within 60 days of a Qualifying Cancellation; and (iv) who certify that they paid
  a fee to a Nationwide Affinity or independent insurance agent in order to have coverage reinstated following a
  Qualifying Cancellation, will receive a one-time payment of \$12.00.

If your claim for a Settlement Payment is denied in part or in whole, you will have the opportunity to submit additional information to prove your claim. Any disputes regarding your status as a Class Member or your entitlement to a particular Settlement Payment will be resolved by the Settlement Administrator. The decision of the Settlement Administrator will be final and binding on the parties, including you.

There is no cap on the total amount of claims Nationwide Affinity will pay under the Settlement Stipulation. Claims will not be reduced or paid pro rata based on the total amount of claims submitted under the proposed settlement.

The above Settlement Payments shall be the only payments to which any Settlement Class Member may be entitled.

#### How can I receive a Settlement Payment?

To be eligible for a Settlement Payment, you must submit a Claim Form. A Claim Form is included with this Notice. You should only submit one Claim Form for each policy, regardless of how many times that policy was cancelled. If you had more than one policy cancelled, you must submit a separate Claim Form for each policy. Read the instructions carefully, fill out the form, sign it, and mail it by the deadline of February 16, 2013.

Your completed Claim Form must be submitted to the Settlement Administrator at PO Box 2850, Faribault, MN 55021-8650, sent by First-Class Mail, postage prepaid, postmarked no later than February 16, 2013.

#### When would I receive my Settlement Payment?

Claims will be reviewed by the Settlement Administrator and payments issued only after the settlement is approved by the Court and any appeals are resolved. Please be patient. This process could take a long time.

#### THE LAWYERS REPRESENTING YOU - CLASS COUNSEL

#### Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent members of the Settlement Class:

J. Michael Malone Steven B. Epstein
Hendren & Malone, PLLC Poyner Spruill LLP
4600 Marriott Drive, Suite 150 Post Office Box 1801
Raleigh, NC 27612 Raleigh, NC 27602

These lawyers are called "Class Counsel." You will not be charged for the services performed by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### How will the lawyers be paid?

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, Nationwide Affinity will pay Class Counsel's fees and expenses up to the amount approved by the Court.

Class Counsel will ask the Court to approve a total payment of attorneys' fees of up to \$522,768 and costs and expenses of up to \$26,695.07. Class Counsel will also ask the Court to approve payment of \$7,500 to Brandy Truesdale and \$7,500 to Chester Downey for their services as Class Representatives. These amounts would compensate Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. Nationwide Affinity has agreed not to oppose these payments. The Court may award less than the amount requested.

#### RELEASE OF YOUR RIGHTS AND DISMISSAL OF THE LAWSUIT

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS USING THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT, INCLUDING THE DISMISSAL WITH PREJUDICE AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.

#### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a Settlement Payment(s) from this settlement, but you want to keep the right to sue Nationwide Affinity, on your own, about the legal issues released and dismissed by this settlement, you must take steps to remove yourself from the Settlement Class. This is called "excluding" yourself or "opting out" of the Settlement Class.

#### How do I opt out of the settlement?

You cannot exclude yourself by phone or email. To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) the Settlement Class Member's name and address; (2) the policy number(s) of the policy or policies Nationwide Affinity cancelled after sending an Incomplete Notice of Cancellation; (3) the Settlement Class Member's expression of desire to be excluded from the Settlement Class; and (4) the Settlement Class Member's signature or the signature of an authorized representative of the Settlement Class Member. A separate request for exclusion must be submitted by each person or entity requesting exclusion.

Your written request for exclusion must be sent by First-Class Mail, postage prepaid, and postmarked no later than February 16, 2013 and must be addressed to the Settlement Administrator at: PO Box 2850, Faribault, MN 55021-8650.

#### If I exclude myself, can I get money from the settlement?

No. If you ask to be excluded, you will not be eligible for any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the settlement or anything that happens in the Lawsuit.

#### If I don't exclude myself, may I sue for the same thing later?

No. If you do not exclude yourself, you will give up the right to bring or continue claims or lawsuits resolved by this settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately about this Notice.

#### OBJECTING TO THE SETTLEMENT

#### How do I object to the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must submit a writing containing the following: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's name and address; (4) the policy number of the Settlement Class Member's Cancelled Policy or Policies; and (5) a statement separately setting forth each objection being made and the basis for it.

You must submit your objection to the Settlement Administrator, Class Counsel, and Counsel for Nationwide Affinity, as identified below, by First-Class Mail, postage prepaid, postmarked no later than February 16, 2013.

#### Settlement Administrator

Settlement Administrator c/o Rust Consulting, Inc. P.O. Box 2850 Faribault, MN 55021-8650

#### Class Counsel

J. Michael Malone Hendren & Malone, PLLC 4600 Marriott Drive Suite 150 Raleigh, NC 27612

#### Counsel for Nationwide Affinity

Debbte W. Harden Meredith J. McKee Womble Carlyle Sandridge & Rice, LLP One Wells Fargo Center 301 S. College St., Ste. 3500 Charlotte, NC 28202

The Settlement Administrator will file objections with the Court for its consideration. Your objection will not be considered by the Court if you do not follow these procedures. If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing, to otherwise contest the approval of the proposed settlement, or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.

#### What is the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Even if you object, you may still submit a Claim Form and you will still be bound by the settlement if it is approved by the Court. If you exclude yourself from the Settlement Class, you have no basis to object because the settlement no longer affects you.

#### THE COURT'S FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to finally approve the settlement. You may attend and you may ask to speak, but you do not have to attend.

## When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:30 a.m. on March 19, 2013, at 324 West Market Street, Greensboro, North Carolina 27401. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described below may appear and be heard by the Court. The Court may also decide how much to award Class Counsel in attorneys' fees and expenses and the Class Representatives for their representation of the class. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

#### Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you mail an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and observe, but it is not necessary.

#### May I or my lawyer speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing by submitting a timely Notice of Intent to Appear. To do so, you must notify the Court and the parties in writing. The writing must contain: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's full name, address, telephone number and signature (and, if an entity, its Tax ID number); (4) the Policy Number of the Settlement Class Member's Cancelled Policy or Policies; (5) if you object to the settlement, a statement separately setting forth each objection being made and the basis for it; (6) a statement indicating that the Settlement Class Member or his attorney intends to appear at the Fairness Hearing; (7) a list of witnesses whom the Settlement Class Member may call by live testimony and copies of any documents or papers that the Settlement Class Member plans to submit; and (8) if a lawyer will appear on the Settlement Class Member's behalf, the lawyer's full name, telephone number and bar number. You may not speak at the Fairness Hearing if you exclude yourself from the Settlement Class.

You must file your Notice of Intent to Appear with the Court and send coptes by First-Class Mail, postage prepaid, to Class Counsel and counsel for Nationwide Affinity postmarked no later than February 16, 2013, at the three addresses set forth above in this Notice for objecting to the settlement.

#### WHAT IF I DO NOTHING?

If you do nothing, you will not receive any money from the settlement. In addition, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Nationwide Affinity and the Released Parties about the legal issues in the Lawsuit and the Released Claims ever again.

#### TAX CONSEQUENCES

The Settlement Payments described above could have tax consequences for you. Those tax consequences may vary, depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the settlement, including any Settlement Payments or benefits provided under the settlement, and any tax reporting obligations you may have with respect thereto. The parties make no representations and assume no responsibility with respect to any tax consequences that may occur.

#### GETTING MORE INFORMATION

This Notice summarizes the proposed settlement. More details are available at www.truesdalesettlement.com and in the Stipulation of Class Action Settlement, which is available at the website and is on file at the Court. You can also write to Settlement Administrator, c/o Rust Consulting, PO Box 2850, Faribault, MN 55021-8650 or call (877) 310-3707.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR NATIONWIDE AFFINITY FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THE LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR AS INDICATED ABOVE.

Hon. William J. Osteen, Jr. United States District Judge for the Middle District of North Carolina

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#### APPENDIX A -- RELEASE

Except where otherwise indicated, all capitalized terms in this Release shall have the meaning set forth in this Notice and in the Stipulation of Class Action Settlement.

The Class Representatives and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, successors and assigns and (as applicable) their present and former officers, directors, members, managers, employees and insureds, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim or cause of action arising out of or relating to the Released Claims.

"Released Parties" means Nationwide Affinity Insurance Company of America, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, and Nationwide Property and Casualty Insurance Company, and all Nationwide affiliates, as well as any exclusive or independent insurance agents who sold a Cancelled Policy to Truesdale, Downey or any Settlement Class Member, who collected Reinstatement Fees in connection with a Cancelled Policy or who otherwise administered a Cancelled Policy.

"Released Claims" means any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Class Representatives or any other Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences during the Class Period involving, based on, arising out of, related to or in any way connected with, directly or indirectly: the allegations, claims and causes of action asserted in the Lawsuit; any Incomplete Notice of Cancellation; the Cancellation of a Policy, the reporting of such Cancellation to the DMV; the assessment of any fines or penalties, monetary or otherwise, by the DMV or any other entity in connection with or as a result of the Cancellation and/or any corresponding lapse in coverage; any attempt by the Class Representatives and/or any other Settlement Class Member to Reinstate coverage under the Cancelled Policy or to obtain a new policy from a Released Party or any third-party insurer following a Cancellation; any payment of a Reinstatement Fee; and/or the effect the Cancellation and/or any corresponding lapse in coverage had on premiums subsequently paid by the Class Representatives and/or any other Settlement Class Member to a Released Party or to any other insurer.

Included as Released Claims, by example and without limitation, are claims for: breach of contract; breach of the duty of good faith and fair dealing; negligence; bad faith; willful and wanton conduct; breach of statutory duties; actual or constructive fraud; intentional or negligent misrepresentations; fraudulent inducement; outrageous conduct; statutory and consumer fraud; breach of fiduciary duty or quasi-fiduciary duty, unfair or deceptive business or trade or insurance acts or practices; insurance premium overcharges or a refund or rebate of premiums; anticipatory repudiation; restitution; rescission; unjust enrichment; reformation; injunctive or declaratory relief; claims for compensatory, consequential, and punitive or exemplary damages; damages based on statutory violations, remedies or penalties; damages in excess of actual damages; interest; attorneys' fees; damages for physical or bodily injury, or other injuries to person, property or psyche; damages for emotional distress or mental anguish; lost wages; loss of income; costs; penalties; and any other damages. Notwithstanding the foregoing, "Released Claims" does <u>not</u> include any rights, claims for relief or causes of action any Settlement Class Member may have for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

"Cancellation" means the termination of insurance coverage under a Class Member's insurance policy after the policyholder was sent an Incomplete Notice of Cancellation.

"Cancelled Policy" means an insurance policy cancelled by Affinity for non-payment of premium after the policyholder was sent an Incomplete Notice of Cancellation.

"Class Period" means the period from November 1, 2005, through the Effective Date, as defined in Section 14.1 of the Settlement Stipulation.

"Reinstate" or "Reinstatement" refers to Nationwide Affinity's reinstatement of coverage under a previously Cancelled Policy for a particular Class Member, regardless of whether Nationwide Affinity internally referred to such reinstatement as a "reversal," "reactivation" or "reinstatement."

"Reinstatement Fee" refers to a fee, ranging from \$1 to \$25, paid by some Class Members to a Nationwide Affinity or independent insurance agent in order to obtain a Reinstatement.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Stipulation.

# **EXHIBIT B**

SETTLEMENT ADMINISTRATOR C/O RUST CONSULTING, INC.		FOR OFFICIAL USE ONLY
P.O. BOX 2850		01
FARIBAULT, MN 55021-8650 LEGAL NOTICE OF PROPOSED CLASS ACTION		
SETTLEMENT AND FAIRNESS HEARING [Re: Cancellation of Nationwide car insurance		Page 1 of 2
for non-payment of premium]	If the are prints	ed information to the left is not correct
• 0 1 2 3 4 5 6 7 8 9 • -«SECD»		bax and complete the information below:
<name1>&gt; <name2>&gt;</name2></name1>	Name:	
< <address t="">&gt;</address>	Address	
< <address2>&gt; &lt;<city>&gt; &lt;<state>&gt; &lt;<zip>&gt;</zip></state></city></address2>		
< <country>&gt;</country>	City:	
	State: Zip Cod	le:
CI	LAIM FORM	
Capitalized terms have the meanings assigned in the Notice.  Please		. You must fully complete, sign and
Any Nicknames, Maiden Names or Alias Used by You: _		
Policy Number of Cancelled Policy (if known):		
	FOR A SETTLEMENT PAYMENT, BOTH OF THE FOLLOWING SECT	IONS
I. RELIEF REQUESTED (Check all that apply to you	ı.)	
Check this box if you are a Class Member.		
<ul> <li>You may be eligible to receive a one-time po</li> </ul>	ayment of \$5.00.	
Check this box if you paid a penalty to the Nationwide Affinity policy was cancelled.	North Carolina Division of Moto	r Vehicles ("NCDMV") after your
<ul> <li>You may be eligible to receive a one-time payment of \$40.00 for each penalty paid in connection with a Qualifying Cancellation of your Nationwide Affinity auto insurance policy. You will not recover for any service fees paid to the NCDMV.</li> </ul>		
Check this box <u>AND SIGN THE FOLLOWIN</u> independent insurance agent to reinstate of		_
<ul> <li>You may be eligible to receive a one-time pa If you do not sign the certification below, yo</li> </ul>		
<ul> <li>Certification</li> </ul>		
<ul> <li><u>Certification</u>         I, the undersigned, declare that I paid a fee coverage under my Cancelled Policy reinstathe foregoing is true and correct.     </li> </ul>		
I, the undersigned, declare that I paid a fee coverage under my Cancelled Policy reinsta	ated. Pursuant to 28 U.S.C. § 1746,	certify under penalty of perjury that
I, the undersigned, declare that I paid a fee coverage under my Cancelled Policy reinstathe foregoing is true and correct.	nted. Pursuant to 28 U.S.C. § 1746, i	certify under penalty of perjury that
I, the undersigned, declare that I paid a fee coverage under my Cancelled Policy reinsta the foregoing is true and correct.  Signature:  Print Name:  YOU MUST SIGN THE SIGNATURE LINE O	nted. Pursuant to 28 U.S.C. § 1746, i	certify under penalty of perjury that



#### II. WRITTEN STATEMENT (Review this statement and, if you agree, sign below.)

I affirm that the following is true and correct:

- I have reviewed the Notice of Proposed Class Action Settlement and Fairness Hearing, and I reasonably believe that I am, or the person on whose behalf I am acting is, a Settlement Class Member entitled to relief under the proposed settlement.
- If the Settlement Administrator is unable to determine whether I am a Settlement Class Member and/or what relief,
  if any, I am entitled to receive, I will reasonably cooperate in verifying my identity and membership in the Settlement
  Class, and in verifying and quantifying any amounts due under the proposed settlement. In addition, if asked, I will
  provide documentation to confirm my identity, my membership in the class and/or my payment of a DMV Penalty or
  Reinstatement Fee.
- No rights or claims asserted through this Claim Form have been previously settled, resolved, discharged or released.
- · No rights or claims asserted through this Claim Form have been assigned or otherwise transferred.

Signature:	_Date://
Print Name:	

SEND THIS FORM TO: Settlement Administrator, PO Box 2850, Faribault, MN 55021-8650, POSTMARKED NO LATER THAN March 15, 2013.

#### IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA DURHAM DIVISION

BRANDY TRUESDALE and CHESTER DOWNEY, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

Case No. 1:11-cv-467

NATIONWIDE AFFINITY INSURANCE COMPANY OF AMERICA,

Defendant.

#### NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

If your Nationwide Affinity<sup>1</sup> car insurance policy was cancelled between November 2005 and June 2008 because you did not pay your premiums, you might be eligible to receive a payment from a proposed class action settlement.

- This Notice of Proposed Class Action Settlement and Fairness Hearing ("Notice") explains a proposed settlement that
  could entitle you to payments and may affect your legal rights.
- The settlement resolves a Lawsuit over whether Nationwide Affinity Insurance Company of America ("Nationwide Affinity")
  improperly cancelled car insurance policies because the pre-cancellation warning notice it sent did not inform policyholders
  of their right to ask the North Carolina Department of Insurance to review the cancellation. These pre-cancellation warning
  notices are referred to below as "Incomplete Notices of Cancellation." Cancellations of car insurance policies that occurred
  immediately following an Incomplete Notice of Cancellation are referred to below as "Qualifying Cancellations."
- This settlement provides compensation to Nationwide Affinity policyholders who experienced a Qualifying Cancellation and, if
  applicable, who paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") for a resulting lapse in insurance
  coverage, and who paid fees to a Nationwide Affinity or independent insurance agent to reinstate their insurance coverage.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court
  approves the settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected whether you act or don't act. Read this Notice carefully.

YOUR OPTIONS IN THE SETTLEMENT		
Submit a Claim Form	This is the only way to request compensation.	
Exclude Yourself	You will receive no compensation. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement.	
Object	Write to the Court about why you don't like the settlement.	
Go to the Hearing	Ask to speak to the Court about the fairness of the settlement.	
Do Nothing	You will receive no compensation and you will give up rights and release legal claims.	

<sup>&</sup>lt;sup>1</sup>A complete listing of the Nationwide entities covered by this settlement is contained in Appendix A.

IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ELIGIBLE TO RECEIVE ONE OR MORE OF THE FOLLOWING PAYMENTS		
Every member of the class is eligible for the Class Member Payment.	\$5.00	To be considered for the Class Member Payment, sign and return a valid Claim Form (enclosed),  -AND- Check the box indicating you are a Class Member.
Some members of the class are also eligible for the DMV Penalty Payment.	\$40.00 per	To be considered for the DMV Penalty Payment, sign and return a valid Claim Form,  -AND- Check the box indicating that you paid a penalty to the North Carolina Division of Motor Vehicles after a Qualifying Cancellation.
Some members of the class are also eligible for the Reinstatement Payment.	\$12.00	To be considered for the Reinstatement Payment, sign and return a valid Claim Form,  -AND-  Where indicated, certify that you paid a Nationwide Affinity or independent insurance agent a fee to have your coverage reinstated after a Qualifying Cancellation.

If the Court approves the proposed settlement and your claim is approved, Nationwide Affinity will send you a check for the total amount of your approved claim.

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#### BASIC INFORMATION

#### Why did I receive this Notice?

You are receiving this Notice because records indicate that you were insured with Nationwide Affinity and that between November 2005 and June 2008, your Nationwide Affinity car insurance policy was cancelled one or more times because you did not pay the insurance premiums due. Before the cancellation of your car insurance policy, you may have received a Notice of Cancellation that did not tell you of your right to ask the North Carolina Department of Insurance to review the cancellation.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit relating to how your car insurance policy was cancelled, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a neutral administrator (the "Settlement Administrator") approved by the Court will process claims and make the payments that the settlement allows.

The "Court" in charge of the case is the United States District Court for the Middle District of North Carolina. The case is known as Truesdale and Downey v. Nationwide Affinity Insurance Company of America, Case No. 1:11-cv-467 (referred to here as the "Lawsuit"). The people who sued Nationwide Affinity are called "Plaintiffs," and Nationwide Affinity is the "Defendant."

#### What is the Lawsuit about?

The Lawsuit claims that Nationwide Affinity improperly cancelled North Carolina car insurance policies when policyholders did not pay their premiums. The Lawsuit claims that the cancellations were improper and not effective because the Notices of Cancellation that Nationwide Affinity sent before cancelling some policies did not inform policyholders that they could ask the North Carolina Department of Insurance to review the cancellation. For that reason, the Lawsuit claims that Nationwide Affinity breached its insurance policies and violated North Carolina law by, among other actions, reporting the cancellations to the North Carolina Division of Motor Vehicles (the "DMV"). Nationwide Affinity denies any wrongdoing and contends that it had the right to cancel insurance policies when its customers did not pay insurance premiums.

The Court has preliminarily approved the claims to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether this Lawsuit should be treated as a class action for the purposes of addressing the merits and trying the Lawsuit.

#### What is a class action?

In a class action, one or more people called class representatives sue on behalf people who they believe have similar claims.

All of these people are a "class" or "Settlement Class Members." The court resolves the issues for all class members, except those who exclude themselves from the class.

In this Lawsuit, the "Class Representatives" are the named Plaintiffs, Brandy Truesdale and Chester Downey. Brandy Truesdale and Chester Downey both had their Nationwide Affinity car insurance policies cancelled after they received Incomplete Notices of Cancellation. Ms. Truesdale and Mr. Downey filed this Lawsuit on their own behalf and on behalf of the class.

#### Why is there a settlement?

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they and the Settlement Class Members avoid the risk, delay and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation for, as applicable, penalties paid to the NCDMV for lapses in insurance coverage and fees paid to insurance agents for reinstatement of insurance coverage. The Plaintiffs, on their own behalf and on behalf of all Settlement Class Members, have entered into a Stipulation of Class Action Settlement (the "Settlement Stipulation") with Nationwide Affinity, which has been preliminarily approved by the Court. The Class Representatives and Class Counsel believe that the settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Settlement Stipulation, your rights and obligations under the Settlement Stipulation, and the process by which the Court will determine whether to enter a final approval of the Settlement Stipulation.

#### Can I file my own lawsuit or demand?

No, unless you submit a request for exclusion from the Settlement Class using the procedures set forth in this Notice.

As part of the Court's preliminary approval of the proposed settlement ("Preliminary Approval Order"), the Court issued the following preliminary injunction/stay order ("Stay Order") effective October 19, 2012:

Except as expressly excluded in the following paragraph, all Settlement Class Members, unless and until they have timely excluded themselves from the Settlement Class, are hereby preliminarily enjoined: (i) from filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; (ii) from filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; except no Settlement Class Member is enjoined from filing or pursuing any claims for relief or causes of action for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

This Stay Order shall not apply to actions filed in a court of competent jurisdiction prior to the date of this Order to the extent that the action(s) assert claims of Settlement Class Members individually and on their own behalf only, except that the Stay Order will apply to such actions as of the deadline for submitting a request for exclusion from the Settlement Class if the Settlement Class Member fails to submit a timely and complete request for exclusion from the Settlement Class complying with this Order. The Stay Order shall expire ten (10) business days after submission of a request for exclusion, as indicated by the postmark date of such request submitted to the Settlement Administrator, as to any person or entity that submits a timely, written request for exclusion from the Settlement Class complying with this Order.

All Settlement Class Members are subject to the Stay Order and cannot independently pursue claims except as allowed by the Court. Upon final approval of the proposed settlement, all Settlement Class Members who have not excluded themselves from the Settlement Class will be permanently barred from pursuing Released Claims against Released Parties (as set forth in the Release attached as Appendix A).

#### WHO IS COVERED BY THE SETTLEMENT?

#### How do I know if I am covered by the settlement?

You are a member of the "Settlement Class" and a "Settlement Class Member" covered by the settlement if you fall within the following class definition adopted by the Court:

All persons and entities who obtained a North Carolina private passenger automobile insurance policy from Nationwide Affinity Insurance Company of America: (1) to whom Nationwide Affinity sent a Notice of Cancellation for non-payment of premium that failed to include a statement disclosing the policyholder's right to ask the North Carolina Department of Insurance to review the cancellation; and (2) whose policies were cancelled by Nationwide Affinity for non-payment of the premium that was the subject of the Notice of Cancellation.

Nationwide Affinity, any entities in which Nationwide Affinity has a controlling interest, and all of their legal representatives, heirs and successors are excluded from the Settlement Class. Also excluded are any claims resolved and/or discharged or released prior to the date of the Preliminary Approval Order.

You or someone located at your address was identified as a probable Settlement Class Member. You should assume that you are a Settlement Class Member unless you can determine without a doubt that you are not. All Settlement Class Members will be bound by the settlement, unless they timely request exclusion.

#### THE SETTLEMENT BENEFITS

#### What do I receive from the settlement?

Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and properly completed Claim Form in conformance with the instructions and procedures set forth in this Notice will receive one or more of the following Settlement Payments:

Class Membership Payment. Every Class Member who submits a complete, signed Claim Form will receive a
one-time payment of \$5.00.

- <u>DMV Penalty Payment</u>. In addition, Class Members (i) who submit a complete, signed Claim Form; (ii) who request the DMV Penalty Payment; and (iii) who, according to the DMV's records, were required to pay a penalty by the DMV for permitting their car insurance coverage to lapse following a Qualifying Cancellation, will receive a one-time payment of \$40.00 for each penalty paid.
- Reinstatement Payment. Finally, Class Members (i) who submit a complete, signed Claim Form; (ii) who request
  the Reinstatement Payment; (iii) who, according to Nationwide Affinity's records, had their insurance coverage
  under the same policy reinstated within 60 days of a Qualifying Cancellation; and (iv) who certify that they paid
  a fee to a Nationwide Affinity or independent insurance agent in order to have coverage reinstated following a
  Qualifying Cancellation, will receive a one-time payment of \$12.00.

If your claim for a Settlement Payment is denied in part or in whole, you will have the opportunity to submit additional information to prove your claim. Any disputes regarding your status as a Class Member or your entitlement to a particular Settlement Payment will be resolved by the Settlement Administrator. The decision of the Settlement Administrator will be final and binding on the parties, including you.

There is no cap on the total amount of claims Nationwide Affinity will pay under the Settlement Stipulation. Claims will not be reduced or paid pro rata based on the total amount of claims submitted under the proposed settlement.

The above Settlement Payments shall be the only payments to which any Settlement Class Member may be entitled.

#### How can I receive a Settlement Payment?

To be eligible for a Settlement Payment, you must submit a Claim Form. A Claim Form is included with this Notice. You should only submit one Claim Form for each policy, regardless of how many times that policy was cancelled. If you had more than one policy cancelled, you must submit a separate Claim Form for each policy. Read the instructions carefully, fill out the form, sign it, and mail it by the deadline of March 15, 2013.

Your completed Claim Form must be submitted to the Settlement Administrator at PO Box 2850, Faribault, MN 55021-8650, sent by First-Class Mail, postage prepaid, postmarked no later than March 15, 2013.

#### When would I receive my Settlement Payment?

Claims will be reviewed by the Settlement Administrator and payments issued only after the settlement is approved by the Court and any appeals are resolved. Please be patient. This process could take a long time.

#### THE LAWYERS REPRESENTING YOU - CLASS COUNSEL

#### Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent members of the Settlement Class:

J. Michael Malone Steven B. Epstein
Hendren & Malone, PLLC Poyner Spruill LLP
4600 Marriott Drive, Suite 150 Post Office Box 1801
Raleigh, NC 27612 Raleigh, NC 27602

These lawyers are called "Class Counsel." You will not be charged for the services performed by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### How will the lawyers be paid?

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, Nationwide Affinity will pay Class Counsel's fees and expenses up to the amount approved by the Court.

Class Counsel will ask the Court to approve a total payment of attorneys' fees of up to \$522,768 and costs and expenses of up to \$26,695.07. Class Counsel will also ask the Court to approve payment of \$7,500 to Brandy Truesdale and \$7,500 to Chester Downey for their services as Class Representatives. These amounts would compensate Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. Nationwide Affinity has agreed not to oppose these payments. The Court may award less than the amount requested.

#### RELEASE OF YOUR RIGHT'S AND DISMISSAL OF THE LAWSUIT

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS USING THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT, INCLUDING THE DISMISSAL WITH PREJUDICE AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.

#### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a Settlement Payment(s) from this settlement, but you want to keep the right to sue Nationwide Affinity, on your own, about the legal issues released and dismissed by this settlement, you must take steps to remove yourself from the Settlement Class. This is called "excluding" yourself or "opting out" of the Settlement Class.

#### How do I opt out of the settlement?

You cannot exclude yourself by phone or email. To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) the Settlement Class Member's name and address; (2) the policy number(s) of the policy or policies Nationwide Affinity cancelled after sending an Incomplete Notice of Cancellation; (3) the Settlement Class Member's expression of desire to be excluded from the Settlement Class; and (4) the Settlement Class Member's signature or the signature of an authorized representative of the Settlement Class Member. A separate request for exclusion must be submitted by each person or entity requesting exclusion.

Your written request for exclusion must be sent by First-Class Mail, postage prepaid, and postmarked no later than March 15, 2013 and must be addressed to the Settlement Administrator at: PO Box 2850, Faribault, MN 55021-8650.

#### If I exclude myself, can I get money from the settlement?

No. If you ask to be excluded, you will not be eligible for any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the settlement or anything that happens in the Lawsuit.

#### If I don't exclude myself, may I sue for the same thing later?

No. If you do not exclude yourself, you will give up the right to bring or continue claims or lawsuits resolved by this settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately about this Notice.

#### OBJECTING TO THE SETTLEMENT

#### How do I object to the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. 'The Court will consider your views.

To object, you must submit a writing containing the following: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's name and address; (4) the policy number of the Settlement Class Member's Cancelled Policy or Policies; and (5) a statement separately setting forth each objection being made and the basis for it.

You must submit your objection to the Settlement Administrator, Class Counsel, and Counsel for Nationwide Affinity, as identified below, by First-Class Mail, postage prepaid, postmarked no later than March 5, 2013.

Settlement Administrator	Class Counsel	Counsel for Nationwide Affinity
Settlement Administrator	J. Michael Malone	Debbie W. Harden
c/o Rust Consulting, Inc.	Hendren & Malone, PLLC	Meredith J. McKee
P.O. Box 2850	4600 Marriott Drive	Womble Carlyle Sandridge & Rice, LLP
Faribault, MN 55021-8650	Suite 150	One Wells Fargo Center
	Raleigh, NC 27612	301 S. College St., Ste. 3500
	_	Charlotte, NC 28202

The Settlement Administrator will file objections with the Court for its consideration. Your objection will not be considered by the Court if you do not follow these procedures.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing, to otherwise contest the approval of the proposed settlement, or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.

#### What is the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Even if you object, you may still submit a Claim Form and you will still be bound by the settlement if it is approved by the Court. If you exclude yourself from the Settlement Class, you have no basis to object because the settlement no longer affects you.

#### THE COURT'S FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to finally approve the settlement. You may attend and you may ask to speak, but you do not have to attend.

#### When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:30 a.m. on March 19, 2013, at 324 West Market Street, Greensboro, North Carolina 27401. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described below may appear and be heard by the Court. The Court may also decide how much to award Class Counsel in attorneys' fees and expenses and the Class Representatives for their representation of the class. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

#### Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you mail an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and observe, but it is not necessary.

#### May I or my lawyer speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing by submitting a timely Notice of Intent to Appear. To do so, you must notify the Court and the parties in writing. The writing must contain: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's full name, address, telephone number and signature (and, if an entity, its Tax ID number); (4) the Policy Number of the Settlement Class Member's Cancelled Policy or Policies; (5) if you object to the settlement, a statement separately setting forth each objection being made and the basis for it; (6) a statement indicating that the Settlement Class Member or his attorney intends to appear at the Fairness Hearing; (7) a list of witnesses whom the Settlement Class Member may call by live testimony and copies of any documents or papers that the Settlement Class Member plans to submit; and (8) if a lawyer will appear on the Settlement Class Member's behalf, the lawyer's full name, telephone number and bar number. You may not speak at the Fairness Hearing if you exclude yourself from the Settlement Class.

You must file your Notice of Intent to Appear with the Court and send copies by First-Class Mail, postage prepaid, to Class Counsel and counsel for Nationwide Affinity postmarked no later than March 5, 2013, at the three addresses set forth above in this Notice for objecting to the settlement.

#### WHAT IF I DO NOTHING?

If you do nothing, you will not receive any money from the settlement. In addition, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Nationwide Affinity and the Released Parties about the legal issues in the Lawsuit and the Released Claims ever again.

#### TAX CONSEQUENCES

The Settlement Payments described above could have tax consequences for you. Those tax consequences may vary, depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the settlement, including any Settlement Payments or benefits provided under the settlement, and any tax reporting obligations you may have with respect thereto. The parties make no representations and assume no responsibility with respect to any tax consequences that may occur.

#### GETTING MORE INFORMATION

This Notice summarizes the proposed settlement. More details are available at www.truesdalesettlement.com and in the Stipulation of Class Action Settlement, which is available at the website and is on file at the Court. You can also write to Settlement Administrator, c/o Rust Consulting, PO Box 2850, Faribault, MN 55021-8650 or call (877) 310-3707.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR NATIONWIDE AFFINITY FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THE LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR AS INDICATED ABOVE.

Hon. William J. Osteen, Jr. United States District Judge for the Middle District of North Carolina

#### APPENDIX A -- RELEASE

Except where otherwise indicated, all capitalized terms in this Release shall have the meaning set forth in this Notice and in the Stipulation of Class Action Settlement.

The Class Representatives and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, successors and assigns and (as applicable) their present and former officers, directors, members, managers, employees and insureds, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim or cause of action arising out of or relating to the Released Claims.

"Released Parties" means Nationwide Affinity Insurance Company of America, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, and Nationwide Property and Casualty Insurance Company, and all Nationwide affiliates, as well as any exclusive or independent insurance agents who sold a Cancelled Policy to Truesdale, Downey or any Settlement Class Member, who collected Reinstatement Fees in connection with a Cancelled Policy or who otherwise administered a Cancelled Policy.

"Released Claims" means any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Class Representatives or any other Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences during the Class Period involving, based on, arising out of, related to or in any way connected with, directly or indirectly: the allegations, claims and causes of action asserted in the Lawsuit; any Incomplete Notice of Cancellation; the Cancellation of a Policy; the reporting of such Cancellation to the DMV; the assessment of any fines or penalties, monetary or otherwise, by the DMV or any other entity in connection with or as a result of the Cancellation and/or any corresponding lapse in coverage; any attempt by the Class Representatives and/or any other Settlement Class Member to Reinstate coverage under the Cancellation; any payment of a Reinstatement Fee; and/or the effect the Cancellation and/or any corresponding lapse in coverage had on premiums subsequently paid by the Class Representatives and/or any other Settlement Class Member to a Released Party or to any other insurer.

Included as Released Claims, by example and without limitation, are claims for: breach of contract; breach of the duty of good faith and fair dealing; negligence; bad faith; willful and wanton conduct; breach of statutory duties; actual or constructive fraud; intentional or negligent misrepresentations; fraudulent inducement; outrageous conduct; statutory and consumer fraud; breach of fiduciary duty or quasi-fiduciary duty; unfair or deceptive business or trade or insurance acts or practices; insurance premium overcharges or a refund or rebate of premiums; anticipatory repudiation; restitution; rescission; unjust enrichment; reformation; injunctive or declaratory relief; claims for compensatory, consequential, and punitive or exemplary damages; damages based on statutory violations, remedies or penalties; damages in excess of actual damages; interest; attorneys' fees; damages for physical or bodily injury, or other injuries to person, property or psyche; damages for emotional distress or mental anguish; lost wages; loss of income; costs; penalties; and any other damages.

Notwithstanding the foregoing, "Released Claims" does <u>not</u> include any rights, claims for relief or causes of action any Settlement Class Member may have for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

"Cancellation" means the termination of insurance coverage under a Class Member's insurance policy after the policyholder was sent an Incomplete Notice of Cancellation.

"Cancelled Policy" means an insurance policy cancelled by Affinity for non-payment of premium after the policyholder was sent an Incomplete Notice of Cancellation.

"Class Period" means the period from November 1, 2005, through the Effective Date, as defined in Section 14.1 of the Settlement Stipulation.

"Reinstate" or "Reinstatement" refers to Nationwide Affinity's reinstatement of coverage under a previously Cancelled Policy for a particular Class Member, regardless of whether Nationwide Affinity internally referred to such reinstatement as a "reversal," "reactivation" or "reinstatement."

"Reinstatement Fee" refers to a fee, ranging from \$1 to \$25, paid by some Class Members to a Nationwide Affinity or independent insurance agent in order to obtain a Reinstatement.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Stipulation.

## **EXHIBIT C**

Welcome to the Truesdale and Downey v. Nationwide Affinity Insurance Company of America Settlement Website

UPDATED: DECEMBER 18, 2012

HOME CLASS NOTICE

CLAIM FORM

COMMONLY ASKED QUESTIONS
PRELIMINARY APPROVAL ORDER
SETTLEMENT STIPULATION

RELEASE

IMPORTANT DATES

DOWNLOAD ACROBAT READER

Adobe Reader is free and is required to view and print documents on this site.

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# Class Action Settlement Website for Truesdale and Downey v. Nationwide Affinity Insurance Company of America

If your Nationwide Affinity car insurance policy was cancelled between November 2005 and June 2008 because you did not pay your premiums, you might be eligible to receive a payment from a proposed class action settlement.

- The settlement resolves a Lawsuit over whether Nationwide Affinity Insurance Company of America 
  ("Nationwide Affinity") improperly cancelled car insurance policies because the pre-cancellation 
  warning notice it sent did not inform policyholders of their right to ask the North Carolina Department 
  of Insurance to review the cancellation. These pre-cancellation warning notices are referred to below 
  as "Incomplete Notices of Cancellation." Cancellations of car insurance policies that occurred 
  immediately following an Incomplete Notice of Cancellation are referred to below as "Qualifying 
  Cancellations."
- This settlement provides compensation to Nationwide Affinity policyholders who experienced a Qualifying Cancellation and, if applicable, who paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") for a resulting lapse in insurance coverage, and who paid fees to a Nationwide Affinity or independent insurance agent to reinstate their insurance coverage.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court approves the settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected whether you act or don't act. Read this information carefully.

YOUR OPTIONS IN THE SETTLEMENT					
Submit a Claim Form	This is the only way to request compensation.				
Exclude Yourself	You will receive no compensation. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement.				
Object	Write to the Court about why you don't like the settlement.				
Go to the Hearing	Ask to speak to the Court about the fairness of the settlement.				
Do Nothing	You will receive no compensation and you will give up rights and release legal claims.				

IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ELIGIBLE								
TO RECEIVE ONE OR MORE OF THE FOLLOWING PAYMENTS								
Every member of the class is	\$5.00	To be considered for the Class Member Payment,						
eligible for the Class Member		sign and return a valid Claim Form (enclosed),						
Payment.		-AND-						
		Check the box indicating you are a Class Member.						
Some members of the class	\$40.00 per	To be considered for the DMV Penalty Payment, sign						
are also eligible for the DMV	penalty paid	and return a valid Claim Form,						
Penalty Payment.		-AND-						
		Check the box indicating that you paid a penalty to						
		the North Carolina Division of Motor Vehicles after a						
		Qualifying Cancellation.						
Some members of the class	\$12.00	To be considered for the Reinstatement Payment,						
are also eligible for the		sign and return a valid Claim Form,						
Reinstatement Payment.		-AND-						
		Where indicated, certify that you paid a Nationwide						
		Affinity or independent insurance agent a fee to						
		have your coverage reinstated after a Qualifying						
		Cancellation.						

If the Court approves the proposed settlement and your claim is approved, Nationwide Affinity will send you a check for the total amount of your approved claim.

#### **EXHIBIT D**

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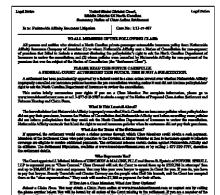
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	trait upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.	Corollon.  Orbady having bean made of the note thesely secured by the sed load of the sed of the se	that upon termination of a rental agreement, the terms to liable for nert due under the rental agreement prostated to the effective date of the termination.  If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the		at the time of the statutory upon the expiration of the statutory upon the portion, all the remaining amounts are immediately due and owing. Said property to be offered pursuant to the Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no	GHANGES IN NOOR. The City at the option reserves the right to estimate the Contract as a "Linet Not Contract" for a post of of header. The Contractor from plant of the Men. The Contractor specifically agrees to accept additional quantities over and above those specified in the original contract. The City further reserves the right to estand the term of the contract the City further reserves the right to estand the term of the contract the City further reserves the right to estand the term of the contract that of the contract the con
ant.	If the basiles is unable to crowing the to the processor for any success the processor for the processor for the internet of the deposit. Resource of and tradelity to crowing related, but the processor for the processor for the processor for the processor for the control of the processor for the extending the processor for the processor for the browdedge of the trades. If the any party to basiles the de- dications, if they beake the dictations, if they beake the control of the processor for the control of the processor for the control of the processor for the pro- cessor for the processor for the pro- cessor for the processor for the pro- cessor for the processor for the pro- pagation of the pro- tes of the processor for the pro- tes of the processor for the pro- pagation of the pro- tes of the protect of the pro- tes of the pro- tes of the protect of the pro- tes of the protect of the pro- tes of the protect of the protect of the pro- tes of the protect of the protect of the pro- tes of the protect of the protect of the pro- tes of the protect of the protect of the pro- tes of the protect of the protect of the protect of the pro- tes of the protec	2012 at 150PM, and will sall to the highest bidder for cash the following discribed property situated in Guifford County, North Carolina, to wit: All that certain property situated in the township of High Point in the County of Guifford and State of North	If the treates is unable to concey the to the property for any reason, the solid enrolly of the purchase is the solid enrolly of the purchase is the solid enrolly of the purchase is the solid enrolly of the solid enrolling of a barbergatey portion port to the solid enrolling of a barbergatey portion port to the solid enrolling of the solid en	Third porty purchases must pay the control of the property of	Immediately due and offering that grouped to be offered present by the forting of side to large offering to the forting of side to large offering to the title of side to large of the side of side of side of side of side of side of side of side of side of side of side of side of side of side of side of side of side of side of side of	contract for additional shelder (LLZ) month increments, not to exceed two C2 extensions in aggregate at the C3 extensions in aggregate at the C4 extensions in aggregate at the C4 extensions of the additional under this contract are not guaranteed. C07010214 through 065002015 not to exceed2 _6 increase over original contract prices. C070102015 through 06502016 not to exceed
/ any conte	validity of the sale is challenged by any party, the trates, in their sale observation, if they believe the characters, if they believe the the court to electron the cale to be wold and return the deposit. The purchaser will have no further remedy.	All that certain property situated in the township of High Point in the County of Guilford and State of North County of Guilford and State of North County of Guilford and State of North County and State set recorded GBOUCOU, among the land records of the county and state set forth above, in need-volume 5262 and page 1103. Save and except any volume, doed of release or prior conveyances of record.	desistion, if they balake the challenge to have ment, may request the court to declare the sale to be wold and return the deposit. The purchaser will have no further remedy.  Trustee Services of Carolina, LLC Substitute Trustee	said property to be offered pursuant to the Notice of Sale to barge offered for saie, transfer and consequence "AS SWHERE SI." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions eathing st, on, at or other said, the said of said of said. The sale is made subject to all prior laters, unpead tases, and prior laters.	deads of release, and any other enumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property stare Michelle B. Middleds alt/a Michelle B. Middled. An Order for possession of the	
C/C007	Trustee Services of Carolina, LLC Substitute Trustee Brook & Scott, RLC Attorney for Trustee Services of Carolina, LLC 5431 Cleanate Drive Suite 200 Winington, Nr. 20433 PH.CNC 99103 332-4988 FAXC 90103 332-4988	Said property & commonly known as 403 Gower Court, High Point, NC	Tristoc Sovietos of Carolina, LLC Substituto Tristoc Brook & Sortt, PLLC Althomos for Trustoc Sovietos of Carolina, LLC SASI Cleanador Drive Sutto 200 West Carolina (LLC West Carolina) (Sas Julies HAC (SHO) 200 200 File No.: 12.14630-FCD1	urpaid land trainfor taxes, spoidal assessments, eazements, rights of way, deads of release, and any other encumbrances or exceptions of record. To the best of the innewledge and ballef of the undesigned, the current owner(s) of the property later Shepard D. Hayes.	An Order for passassion of the experty may be seard passasent to CS. 45-21.29 in timer of the purchaser and against the party or prefix in possession by the dork of superior count of the county in which the property is sold. Any person who complete the property pursuant to a rental agreement related into or remaved on or after October 1, 2007.	contract of contract entersions. Furthermore, the City reserves the right to decrease or leminate any extension of the contract of the contrac
one:	PIÓ NO: 12-18681-F.CD1  12-5P-2062  NOTICE OF FORECLOSURE SALE NORTH CAROUNA, GULLFORD COUNTY	Third party purchases must pay the seate lat, and the court cost of the period to NGS 74,305,6/10. A cash deposit for period todated of the period to period todated of the period to period todated of the period to the period to the cost of the co	12 SP 3219 NOTICE OF FORELOSURE SALE NORTH CAROLINA, GULFORD COUNTY Under and by virtue of a Power of Sale contained in that contain Deed of Trust essential by Reboota L, Graham	An Order for possession of the property may be tesued pursuant to CS. 45-21.26 in favor of the purchaser and against the party or purities in possession by the dark of superfor court of the county in which the property is sold. Any peacen you couples the property pursuant to a	I.S. 6.1.25 in law of the purbase and against the party or paths in and against the party or paths in an adaption of the path	Notice to Creditors  NOTICE TO CREDITORS  Having qualified as Expostor of the Estatio of Rose S. Michanorn, docused, Guifford County, North Carolina, the undesigned does hareby notify all persons, films and
·· 0 >	Under and by virtue of a Power of Sale contained in that certain Doed of Trust executed by Sonia Mohamed to CB Services Corp., Trusteedly, wish was dated August 10, 2007 and recorded on August 10, 2007 in Book R 6772 at Page 1083, Galfford County	Sale properly to be offered pursuant to this Notice of Sale it being offered for sale, transfer and conveyance "AS IS WHERE IS." There are representations of warranty relating to the title or any physical, on vironmental. health or safety	Under and by virtue of a Pewer of Sale contained in that certain Deed of That certain Deed of That certain by Rebora L. Certain to RISTL pr., Instated, which was the RISTL pr., Instated, which was been deed to the RISTL pr. and RISTL pr. an	ics. 6-128 in law of the purchase and against the party or parties in possibilities of the design of the possibilities of the design of the possibilities of the property beautiful property by season from outside the property pursuant to a nortical agreement whether of the control agreement of the property by season to the property by season of the proper	If the trustee is unable to convey title to this property for any reason, the sole rankedy of the purchaser is the return of the deposit. Reasons of such hability to convey include, but are not limited to, the filting of a bankeuptcy petition prior to the confirmation of the sale and	NOTICE TO GREATORS  NOTICE TO GREATORS  And gualitative is before of the letting qualitative is before of the letting qualitative is before on the letting qualitative is before of the decision of candidative from the compositions having chains against the estate of said document to enhance the estate of said document to enhance the compositions having chains gualitative before the 2 day of March, 2013, or the rotton well be plausated in bur of the rotton well be plausated in bur of the control well by plausated in bur of the control well by the plausated in bur of the control well by the plausated on the control well by the control well
Client Name Advertiser: Section/Pag Description:	magazin, motific Laterina.  Default having bean made of the note thereby sociated by the said Deed of Triat and the undestigned, Triate and Services of Carolina, LiC, having bean substituted as Triate in said Deed of Triat, and the holder of the note of the carolina and the holder of the note of the carolina and the holder of the note.	Immediately due and oliving.  Lad proposely to be offered pranger  for sisk transfer and consequence Victorial  to the tits or any physical  to the tits or any physical  conditions to the property being offered  and profession upped time, any  assembly of the property being offered  assembly of the property being offered  assembly of the property of the property of the  country of the property of the property of the  transferred of the property of the property prans Meadable Clade  The property prans Meadable Clade  To Confession of the property of the property prans Meadable Clade  To Confession of the property of the property prans Meadable Clade  To Confession of the property prans Meadable Clade  The propert	Carolina.  Carolina hasing bour music of the note the short of survival properties of the properties of the properties of the properties of the properties of carolina (IC, hasing bour and the properties of the	in the trustee is unable to convey the to this property for any reason, the sole remody of the purchaser is the return of the deposit. Reasons of such insulity to convey indude, but are not limited in, the filling of a bankington position never is the.	termination. It stable to consey title to the property for any recent the to the property for any recent the total property for any recent the recent of the departs. Recent of the angles. Recent of the angles. Recent of the angles is the stable property for any recent of the angles and the stable property for the stable property for the increasing of the status. If the stability the size is to that require the stable property for the	Julian, INC. 27289-9147  NOTICE TO GREETIONS Having qualified as bounter of the state of Strainy, W. Endod, Strain Strain, Strain Strain, Stra
derivative wo	Islaginy, North Carolina, Defash Nathang Islam made of the notion through you and only the said board of Section of Carolinas LC, busing Islam Section of Carolinas LC, busing Islam to the said of the note of Instituted and the local of the note of the said of the note of the said of the note of the said of the said of the note of the said of the said of the contributed of the said of the contributed of the said of contributed of the said of contributed of the said of contributed of the said of contributed the said on Exember 27, location at the country contribute for conducting the said on Exember 27, in part to be said on Exember 27, in part to be the following cultiful Country, Horth Carolina, to set.	undesigned the current owner(s) of the property stars Meadow Creak Subdishor Owner's Association, Inc.  An Order for possession of the property may be based pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession but the district excession.	Gulford County, North Carolina, to wit	termination to unable to convey this to the property for any seasor, the total property for any seasor, the season of the deposition of the property for any terminal of the deposit, flasours of the season of the deposit, flasours of the season of the sea	Trustice Sanitos of Carolina, LLC Substitute Trustice Brook & South PLC Atthemaps for Trustice Sanitos of Carolina, LLC S431 Gleander Diese Sanito 200 Willerington, NC 28403 PHONE: Orld 352-4868 PAC (Syd) 352-4868	Ghrondio NC 27249
create deri	discribed properly shaded in Galford Courty, Roth corbin, to wit.  1. Liet No. 404, of Arbor House Condomitation (the "Liet") as discribed in the Declaration on the Plan of Condomination which is necorated in Condomination High East 12, Pages 88 through 90, in the Galford County Region; and	renavad on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days written notice to the	All of Let 3, Block L, Soction 3, Hiffsdia Park Subdition, as per plat thereof the Office of the Septem of Deach of Guifford County, North Carolina. Save and except any releases, deach of record.	Substitute Trustee Brook & Scott, PLLC Attorneys for Trustee Services of Carolina, LLC SRII Observator Dates Suite 200	FAX: (910) 393-8887 File No: 12-16423-FCD1 Legal NOTICES REQUEST FOR QUALIFICATIONS Object Forenation Water Resources Department. Water Line Rehabilitation Project "M"	Annual Processor of the Company of t
may not	2. Page III Brough 50, in the Guilford County Registry; and 2. The Unit's 1999th, allocated interest in all common elements of the condominum, including the buildings and the improvements on the land dearboad in the Dearsation and as shown on the plan of condominum, recorded in Condominum PAE book.	agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the	Said property is commonly known as 2501 Harde Street, Chevriboton, NC 27401.  Third party purchases must pay the eacher last, and the court costs of Forty-Pine cent (650 per Cin Hurdred Dollan (310000 pursuant to NCCS 72-NOSE)). A cash deposit to NCCS 72-NOSE). A cash deposit of the purchase prix, or Sawn Hurdred Pilly Dollan (37-S00), with hower is greater, will be required at the time of the sale, Following the	Wilmington, N. 28403 HACNE (1913) 392-4888 FAIC (1913) 392-8887 File No: 12-13440-FCDI 12-29-3275 NOTICE OF FORECLOSURE SALE NORTH CARCURA, GULFORD COUNTY	Contract No. 2012-006  The City of Greensboro, North Carolina is seeiing statements of qualifications from contractors for water pipeline rehabilitation. The following is a general description of the work involved:	4544 Southeast School Road
mber: on Number: Type: indicated. You	Guifford County Registry;  Together with the right of ingress to and agress from said property and	termination. If the training is unable to convey this to the property for any seasor, the best of the property for any seasor, the season of t	period, all the remaining amounts are immediately due and owing.	Under and by virtue of a Power of Sale contained in that centain Deed of Trust executed by Mitchele McBitdle to Trustee Services of Carolina, LLC, Trustee(2), which was dated December 21, 2007 and recorded on January 2, 2008 and recorded on January 2, 2008, Guifford Country Recistry.	*Clean and rehabilitate approximately 69,170 linear feet of 6 linch through 12-inch dameter unlined cast ton water pipe by openy lining. The date of availability for this centract is antispated to be on or before buly 1, 2013. The first completion date or this centract is June 38, 2014 barring	Grownborn, NC 27406  How ROTHER TO GREETICHS  Having gualited as boostor of their  Califord County, North Carolina, the  undersigned does havely northy all  parons, them and componitors of  said disorders to entitle them to the  undersigned one before the 2 day  of March, 2012, or the noticewill be  the 25 day of the November, 2012, The  Mary C. Clapp  Mary C. Clapp  Mary C. Clapp  Mary S. Chipp  Mary S. Chipp  Mary S. Chipp  Mary C. Clapp
Nui ertic e: :e: lor -	the right to use, for all purpose, in common with the Cartin, after occupants from time to their, and all proteins of Arbot Hase. Condominant designated by the Debaration as Common Element: Save and except any release, dead of release or prior convergence of record.	Teacher Condens of Combes 110	Said property to be offered pursuant to the Notice of Sain to barring offered to the Notice of Sain to barring offered to the Notice of Sain Sain Sain Sain Sain Sain Sain Sain	North Comitive.  Default having been made of the note through seasoned by the said Does of all the note of the not	no contract esterations. Any firm who whates to bid on this Project to required to complete and scient the Application for hospitalization documents. Beh in the property of the process of the time tiledes who have not been preparallized specifically for the Project, through the process, will be seen to be the process, will be the property of the process, will be the property of the characteristic to perform the work, departure, safety record, and resources.	344f Suts fided Golzondia, N.C. 200 SELECTOR Glacondia, N.C. 200 SELECTOR Taking NOTIFIED as SELECTOR The State of Selector State Library Selector Library Se
date	Said property is commonly known as 605 West Makeds Especia, Unit 40H L Groemboro, NC 27400. Third party purchases must pay the existic as, and the court costs of Forty-Rive Carts (Rijd) per Che Hundred Cobler (Strollo) pursuant to NGS 77-3056/10. A carb deposit (no perporal dhabol of the persons)	Hardware Management Committee Commit	for sale. The sale is made subject to all prior here, unpoid taxes, and unpoid taxes, and unpoid taxes, and any other assessment, excessment, rights of way, does of reference and any other or and any other or and any other or and any other or accord. To the best of the knowledge and baller of the undersigned, the current owneds of the property laters Rebezza I. Graham.	toraclosed, the undersigned Substitute Trustice will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on December 27, 2012 at 250PM, and will sail to the highest bidder for cash the following	rejected. Qualified firms will be chosen based on a combination of financial shifty to perform the work, experience, safety record, and resource. Requests for an Application for Proqualification and any questions requiring this solicitation should be	Raioloh, NC 27604
RD 012 Record on the	Their gray purhases must pay the each six, and the count tough of the physics cash field pay or the six of the count for pay or to the country of the country of the trop purposed cheeked of the personal trop purposed cheeked of the personal at the time of the cash. Following the operation of the characteristics and immediately date and cheeke, and purposed the characteristics and immediately date and cheeke, said proposed to the characteristics to the bottom of six to being offered to the bottom of six to being offered to the bottom of six to being offered SC SCHARGE & "they are not SC SCHARGE &" they are not	MOTE CH-DRELIDME SUL DIGITAL CARDINA, GUILFORD COURTY Under and by withse of a Power of Sale contained in that certain Doed of Trust associated by Thomas O. Hamsboon Ir. and James G. Harrekon to Joid A. Fares, Trustiandy, which was dated March 29, 2005 and recorded on March 30, 2005 and recorded on March 30, 2005 and Registry, North Curelha.	An Other for possession of the proporty may be based pursuant to G.S. 6-31.25 in favor of the purchase and against the purity or parties in possession by the dark of appartor property is old. Any person who occupies the proporty pursuant to a rental agreement enhanced into or renaved on or after Ottober 1, 2007, may, after souther the throat of sale, and the pursuant to a renaved on or after Ottober 1, 2007, may, after souther the throat of sale, and the pursuant that the purput that the purpu	Guifford County, North Carolina, to wit:  Being all of Lot Nos. 27 and 28 as shown on the Ravised Map of  Legal Notice	Requests for an Application for Prequestivation and any questions and present the second present the addressed to Mr. Start Street, P.E., CDM Street, P.E., Street, P.E., Mr. Common Computer Common Manager, Vision Street, P.E., Mr. Common Mr. Common Manager, Vision Street, P.E., Mr. Common Mr. Common Manager, Vision Street, P.E., Mr. Common Mr. Common Mr. Common Mr. Common Mr. Common Manager, Vision Street, P.E., Mr. Common Mr. C	NOTICE TO CREDITORS Having qualified as becautor of the Estate of Beanor J. Cottrell, docassed, Guifford County, North Carolina, the undersigned does  Lagal Wellia
	representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the properly belief or fire relia. This sale is made a short to	Default having been made of the note thereby sociated by the said Deed of Trust and the undersigned, Trustee Services of Carolina, LLC, having been	may, after receiving the notice of sale, terminate the rental agreement upon to days written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the terrant is liable for rent due under the rental agreement provided to the effective date of the termination.	TATE TO AT		TAR.
RECOI	all prior lens, unpaid tases, any unpaid land transfer tases, spoisal assessments, essements, rights of very, doesn't of release, and any other ensumbarance or exceptions of record. To the best of the knowledge and belief of the undestigned, the current coveracts of the property stare Sonta Michamed.	substituted as Trestee in said Good of Trust, and the holder of the note exidencing said default having dreated that the Dood of Trust be foundesed, the understigned Substitute Trustee will offer for sale at the countries when the property is location at the country countries when the property is location at the country contributes when the property is location at the country contributes for the usual and customary location at the country countries.	If the trustee is unable to convey trife to this property for any season, the sole remarky of the purchase is the return of the deposit. Reasons of such making to convey product, but are not himided to, the filtery of a backing the purchase prior to the restrictation of the following the purchase product to the restrictation of the following the trustee is the lenselving of the trustee. If the validity of the sale is challenged by any party, the trustee, in this sole	A PERSONAL CUCRET &  A settlement in home perfection  Affairly impropriety consolidates  diction perfections with the after	PART BEAD THE HOUSE CAMEN DYNAMICS THE RULE. THE S Symposis by the state and the state of the survey position become the pro-control No Reft, Capilla, Department of Instance	INC. POUT à PULLACTIONNEUR. Institute des viction Matientifs. Internation versité profésie le mais fils aut à le moint du carcillaire.
Be: 1	An Order for possession of the property may be touch pussent to G.S. 6-3.1.24 in lace of the purchaser and against the party or parties in court of the county in which the property is solid. Any person-who counties the property pussant to a restrial agreement artered into or remained on or affect Order 1, 2009.	conducting the sale on Docember 27, 2012 at 20PM, and will sail to the highest bidder for cash the following discribed properly situated in Galiford County, North Carolina, to wit:  Being all of Lot 12 of Holly Brooks, Saction 1, Map 2, as par Pat thereof recorded in Pat Book 88, Page 114, in the Office of the Register of Dock of Califord County, North Carolina, 14	distriction, if they believe the challenge to have mart, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.	وستسبب بالينيا جزئت بالأ	pur sights if you me a Chan Mannian. Point if 1-877-378-3787 to death a copy of the Chan Point in Chan Read of Chan Penn.  What Is Table Leaved March March of Chan Penn.  Atthick Atthick Improvedy consoled March of Chandle March of Change of the Settlemant's Part of the Change of the Settlemant's March of the Change of the Settlemant's March of the Settlemant's March of Change of the Settlemant's March of the Settlemant's March of the Settlemant's March of the Settleman	المراج ومطر والمسالية طاويوه
E.S. 6-13 fail have of the purchase in special to the purchase in the purchase		the Office of the Register of Doods of Guilford County, North Carolina. Save and except any releases, deads of release or prior conveyances of record. Said property is commonly known as 7006 Doermont Road, Olbsonville, NC 27249.	Trustoo Servicos of Carolina, LLC Substituto Trustoe Bronck & Sort, PLLC Attorneys for Trustoo Servicos of Carolina, LLC S431 Clearater Drive Surto 200 Withinsport, NC 28403 Priches (310) 324-3608 Priches (310) 324-3608	If approach, the estimant would make a clobus present fromph which then Members would state a vote present, blanches of the Suthernst Close why mid purposes to the Debugs of Members of these Vehicles or the results of the Suthernst Close who will be needed addeduced pagements. The ordinance makes defined pagements the ordinance makes defined pagements (Reducedo Arthrity and In addition. The defined reduced region of the property of the defined pagements of deputies, multiple and the ordinance makes defined addeduced the pagements.		
NEWS & RECO	Intermediate to unable to convey the if the bettern to unable to convey the best of the property of the positioner to be such method of the positioner to be such method to the lifting of a use of thread on the lifting of a property of the position of the position of confirmation of the polar condi- cation of the polar condi- tation of the polar conditation of the polar conditation of the polar conditation of the polar conditation of the polar condition of	Third party purchases must pay the existic bit, and the court cost of foreightes can filed pur che foreightes can filed purchase price in part of the Most 74, 305,305,305,305,405,405,405,405,405,405,405,405,405,4	File No.: 11-20766-PCD1  12 SP 3222  NOTICE OF FORECLOSURE SALE NORTH CAROLINA, GUILFORD COUNTY	SETURE 1.12 To represent the Charles Command "Class Command that the Charles or more distinct to the SELL, 76 is the Charles of the cold and the SELL 76 is classed the Charles of the Ch		
EV Blick	Combination of the last and control of the purpless gives. Of some of the control of the purpless gives. Of some of the control of the purpless gives. Of some of the control of the contr					
Pa a a a	De Section of Careful					ng yar will set marke a settement Or. Mars should legal chainer against
	File No.: 11-18929-FCD1	ancumbrance or exceptions of	the courthouse door of the county courthouse where the property is	Carrie and Carrie & Marie		Americal APPS (BIA)



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# MARSH KITCHENS

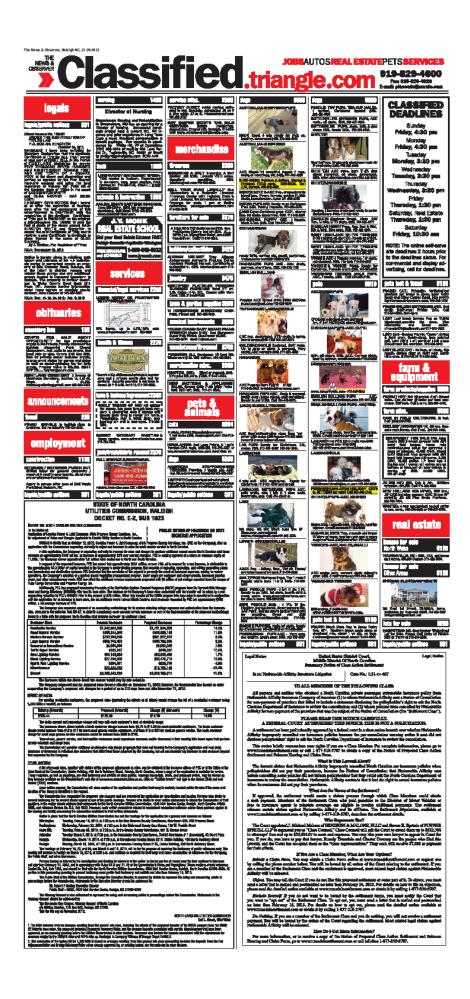
Hours: Mon-Fri 8:00-5:00 Evening & Saturday hours by appt Call or stop by & see how we can help you! (Showroom located at the Greensboro address below)

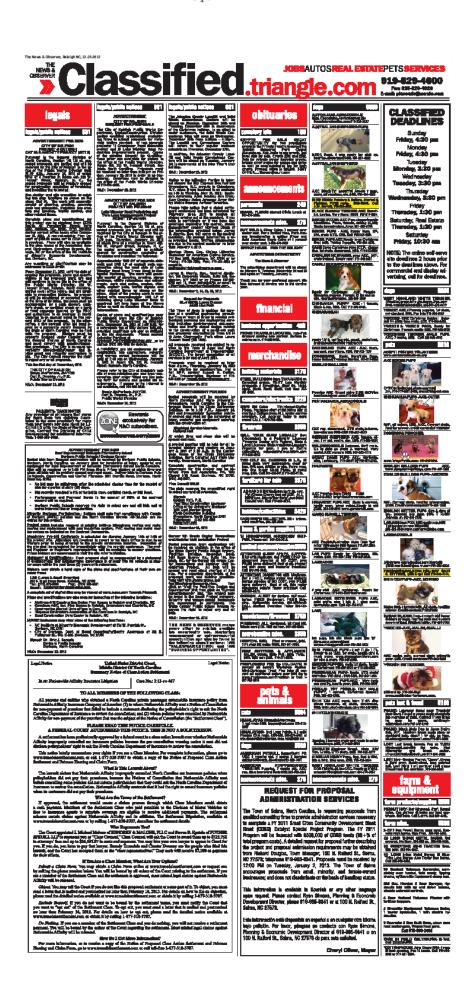
(888) 928-9541

Marsh Kitchens Greensboro 2503 Greengate Dr. Greensboro NC 27406

Marsh Kitchens High Point 1015 S. Centennial St. High Point NC 27261







# **EXHIBIT E**

# **Exclusion Requests**

Tiffany Doggett North Carolina

Olivia Stewart North Carolina